

BLANKET PURCHASE ORDER

STATE OF MARYLAND

***** STATE OF MARYLAND *****

BPO NO: 001B2400374

PRINT DATE: 03/21/12

PAGE: 01

SHIP TO:

AS SPECIFIED ON INDIVIDUAL ORDERS

VENDOR ID: 1208273620
TRAFFIC SYSTEMS & TECHNOLOGY INC
7853 COPPERMINE DR

MANASSAS, VA 20109
(703) 530-9655

REFER QUESTIONS TO:

WALTER JOHNSON
(410) 767-4605
WALTER.JOHNSON@DGS.STATE.MD.US

ITB: 001IT818647

EXPR DATE: 01/05/14
POST DATE: 02/07/12

DISCOUNT TERMS: . NET 30 DAY
CONTRACT AMOUNT: .00

TERMS:

ARTICLES HEREIN ARE EXEMPT FROM MARYLAND SALES AND USE TAXES BY EXEMPTION CERTIFICATE NUMBER 3000256-3 AND FROM FEDERAL EXCISE TAXES BY EXEMPTION NUMBER 52-73-0358K. IT IS THE VENDOR'S RESPONSIBILITY TO ADVISE COMMON CARRIERS THAT AGENCIES OF THE STATE OF MARYLAND ARE EXEMPT FROM TRANSPORTATION TAX.

VENDOR TELEPHONE NUMBER: (703) 530-9655

AGENCY CONTRACT

FOR

TRAFFIC SIGNAL REPAIR PARTS

A DESIGNATED AGENCY ONLY: STATE HIGHWAY ADMINISTRATION. VENDOR CAN ALSO SELL TO OTHER DIVISION OF ROADS DEPARTMENTS OF LOCAL MUNICIPALITIES.

SCOPE: THIS AGENCY CONTRACT DOES NOT OBLIGATE THE STATE OF MARYLAND TO PURCHASE ANY MINIMUM OR MAXIMUM QUANTITY THRU THE CONTRACT PERIOD. ORDERS FOR ACTUAL REQUIREMENTS MAY BE MORE OR LESS THAN LISTED.

CONTRACT PERIOD: DATE OF AWARD THRU JANUARY 05, 2014 (2 YRS) WITH ONE TWO YEAR RENEWAL OPTION.

ORDERING PROCEDURE: ORDERS WILL BE PLACED DIRECT TO THE SUPPLIER BY THE USING AUTHORITY INDICATING DELIVERY AND BILLING INSTRUCTIONS. USING AGENCY SHALL ISSUE A PURCHASE ORDER TO THE VENDOR FOR INVENTORY COMMODITIES COVERED BY THIS CONTRACT ON AN "AS-REQUIRED" BASIS. THE VENDOR MUST ACCEPT THE MARYLAND CORPORATE PURCHASING CARD WITHIN THE PROCUREMENT OFFICER'S LIMITS FOR PURCHASES NOT EXCEEDING \$5,000.00.

SPECIAL NOTE: THE STATE OF MARYLAND RESERVES THE RIGHT TO ADD OR

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TERMS (cont'd):

REMOVE PRODUCTS FROM THE CONTRACT AT ANYTIME TO REFLECT NEW, OR MORE BENEFICIAL PRODUCTS, ADDRESS REGULATORY RESTRICTIONS OR ENVIRONMENTAL CONCERNS AND/OR IF IT IS DETERMINED TO BE IN THE BEST INTEREST OF THE STATE.

PRICE ADJUSTMENT CLAUSE: VENDOR MAY REQUEST A PRICE ADJUSTMENT ANNUALLY DURING THE CONTRACT PERIOD. STATE OF MARYLAND RESERVES THE RIGHT TO HAVE VENDOR PROVIDE PROOF OF REQUEST AND TO ADJUST PRICING WITHIN BUDGET ALLOCATION.

DELIVERY: ALL ORDERS WILL BE MADE F.O.B. DESTINATION TO THE SHA FACILITY OR USING MUNICIPALITY LISTED ON THE RECEIPT OF ORDER. COMMODITY SHALL BE DELIVERED WITHIN FIVE (5) DAYS FOR STOCKED ITEMS AND THIRTY (30) TO FORTY-FIVE (45) DAYS FOR NON-STOCK ITEMS. CONTRACTOR SHALL BE RESPONSIBLE FOR ALL TRANSPORTATION, SHIPPING AND DELIVERY CHARGES. VENDOR SHALL NOTIFY AGENCY IN ADVANCE OF THE EXPECTED ARRIVAL OF ANY SHIPMENTS TO PERMIT PERSONNEL AND EQUIPMENT TO BE AVAILABLE FOR UNLOADING IF NECESSARY. ALL DELIVERIES MAY BE SUBJECT TO INSPECTION BEFORE ACCEPTANCE AND RECEIVED PRIOR TO SUBMITTAL OF PAYMENT.

TAXES: ARTICLES HEREIN ARE EXEMPT FROM MARYLAND SALES AND USE TAXES BY EXEMPTION CERTIFICATE NUMBER: 3000256-3 AND FROM FEDERAL EXCISE TAXES BY EXEMPTION NUMBER 52-73-0358K. IT IS THE VENDOR'S RESPONSIBILITY TO ADVISE COMMON CARRIERS THAT AGENCIES OF THE STATE OF MARYLAND ARE EXEMPT FROM TRANSPORTATION TAX.

USAGE REPORT: UNDER THE TERMS OF THIS CONTRACT EVERY SIX (6) MONTHS, BEGINNING WITH THE "START DATE", A USAGE REPORT SHOULD BE SUBMITTAL TO USING AGENCY AND DGS. THIS REPORT SHOULD CONTAIN A SUMMARY OF ALL PROCUREMENTS AGAINST CONTRACT. REPORT SHALL INCLUDE CONTRACT NUMBER, ITEM DESCRIPTION, QUANTITY PURCHASED, TOTAL DOLLARS SPENT, NUMBER OF ORDERS PLACED BY STATE AGENCY WITH A GRAND TOTAL OF DOLLARS SPENT.

QUALITY: THIS CONTRACT WILL BE SUBJECT TO CANCELLATION UPON WRITTEN NOTICE TO THE VENDOR IF THE COMMODITIES AND/OR SERVICE SUPPLIED ARE OF AN INFERIOR QUALITY OR DO NOT CONFORM TO THE SPECIFICATIONS OF THE BID AND CONTRACT HEREIN. THE VENDOR WILL BE RESPONSIBLE FOR MONETARY DAMAGES LIMITED TO THE DIFFERENCE BETWEEN THE CONTRACT PRICE AND OPEN MARKET PURCHASE TO FULFILL THE CONTRACT.

OPEN MARKET CLAUSE: THE USING AGENCY RESERVES THE RIGHT TO PURCHASE ON THE OPEN MARKET WITHOUT THE FILING OF A REQUISITION OR COST ESTIMATE, ITEMS SPECIFIED ON THIS CONTRACT FOR IMMEDIATE DELIVERY IN EMERGENCIES DUE TO UNFORESEEN CAUSES (INCLUDING BUT NOT LIMITED TO DELAYS IN TRANSPORTATION OR AN UNANTICIPATED INCREASE IN THE VOLUME

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TERMS (cont'd):

OF WORK).

WARRANTY: THE SELLER EXPRESSLY WARRANTS THE GOODS COVERED BY THIS ORDER TO CONFORM TO THE SPECIFICATIONS FOR A MINIMUM OF ONE YEAR. THE SELLER WILL GUARANTEE TO THE WARRANTED AGAINST DEFECTS IN MATERIAL AND WORKMANSHIP, AND THE PRODUCT IS FIT FOR THE INTENDED PURPOSE FOR THE PERIOD SPECIFIED BY THE MANUFACTURER.

CONTRACT ACCEPTANCE: THE VENDOR WILL BE BOUND TO THE TERMS AND CONDITIONS OF THIS CONTRACT FOR DURATION UNLESS OTHERWISE CANCELLED BY THE AGENCY OR DEPARTMENT OF GENERAL SERVICES.

ADDITIONAL USER CLAUSE: PURSUANT TO ARTICLE 41, SECTION 18-291 OF THE ANNOTATED CODE OF MARYLAND, EXCEPT AS PROVIDED IN THE (B) THE FOLLOWING ENTITIES MAY PURCHASE MATERIALS, SUPPLIES, AND EQUIPMENT UNDER THIS CONTRACT:

1. A COUNTY OR BALTIMORE CITY;
2. A MUNICIPAL CORPORATION;
3. A GOVERNMENTAL AGENCY IN THE STATE;
4. A PUBLIC OR QUASI-PUBLIC AGENCY THAT;
 - (I). RECEIVES STATE MONEY; AND
 - (II). IS EXEMPT FROM TAXATION UNDER SECTION 501 (C) (3)
5. A PRIVATE ELEMENTARY OR SECONDARY SCHOOL THAT;
 - (I). EITHER HAS BEEN ISSUED A CERTIFICATE OF APPROVAL FROM THE STATE BOARD OF EDUCATION OR IS ACCREDITED BY THE ASSOCIATION OF INDEPENDENT SCHOOLS, AND
 - (II). IS EXEMPT FROM TAXATION UNDER SECTION 501 (C) (3) OF THE INTERNAL REVENUE CODE; OR
6. A NONPUBLIC INSTITUTION OF HIGHER EDUCATION UNDER SECTION 17-106 OF THE EDUCATION ARTICLE.

A PRIVATE ELEMENTARY OR SECONDARY SCHOOL SHALL BE IN ADDITION TO, BUT NOT IN SUBSTITUTION FOR, THE APPLICABLE PURCHASING POWER GRANTED TO ANY OF THE LISTED ENTITIES TO ANY STATUTORY OR CHARTER PROVISION.

ALL PURCHASES UNDER THIS CONTRACT BY ANY SUCH ENTITY WHICH IS NOT A UNIT OR AGENCY OF THE STATE OF MARYLAND FOR WHICH THE STATE OF MARYLAND MAY BE HELD LIABLE IN CONTRACT; (1) SHALL CONSTITUTE A PURCHASE OR CONTRACT BETWEEN THE CONTRACTOR AND THAT ENTITY ONLY; (2) SHALL NOT CONSTITUTE A PURCHASE OF CONTRACT OF THE STATE OF MARYLAND; (3) SHALL NOT BE BINDING OR ENFORCEABLE AGAINST THE STATE OF MARYLAND OR ANY OF ITS UNITS OR AGENCIES AND; (4) MAY BE SUBJECT TO OTHER TERMS AND CONDITIONS AGREED TO BY THE CONTRACTOR AND THE PURCHASER. CONTRACTOR BEARS THE RISK OF DETERMINING WHETHER OR NOT ANY ENTITY FROM WHICH THE CONTRACTOR RECEIVES AN ORDER UNDER THE CONTRACT IS A UNIT OR AGENCY OF THE STATE OF MARYLAND SUCH THAT THE CONTRACT MAY BE ENFORCED AGAINST THE STATE OF MARYLAND.

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<u>LINE #</u>	<u>STATE ITEM ID</u>	<u>U/M</u>	<u>UNIT COST</u>
0001	55089	EA	53.0000

TRAFFIC SIGNALS AND EQUIPMENT, ELECTRIC PARTS

PELCO OR APPROVED EQUAL
SP-1028-MD-PNC

0002	55089	EA	22.0000
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TRAFFIC SIGNALS AND EQUIPMENT, ELECTRIC PARTS

PELCO OR APPROVED EQUAL
SE-5060-PNC

0003	55089	EA	15.0000
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TRAFFIC SIGNALS AND EQUIPMENT, ELECTRIC PARTS

PELCO OR APPROVED EQUAL
SE-5058-PNC

0004	55089	EA	96.0000
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TRAFFIC SIGNALS AND EQUIPMENT, ELECTRIC PARTS

PELCO OR APPROVED EQUAL
SP-1029-MD-11-42-PNC

0005	55089	EA	35.0000
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TRAFFIC SIGNALS AND EQUIPMENT, ELECTRIC PARTS

PELCO OR APPROVED EQUAL

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<u>LINE #</u>	<u>STATE ITEM ID</u>	<u>U/M</u>	<u>UNIT COST</u>
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SP-1030-MD-PNC

0006	55089	EA	151.0000
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TRAFFIC SIGNALS AND EQUIPMENT, ELECTRIC PARTS

PELCO OR APPROVED EQUAL
SP-1006-MD-PNC

0007	55089	EA	69.0000
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TRAFFIC SIGNALS AND EQUIPMENT, ELECTRIC PARTS

PELCO OR APPROVED EQUAL
AB-3009-62-SS-PNC

0008	55089	EA	75.0000
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TRAFFIC SIGNALS AND EQUIPMENT, ELECTRIC PARTS

PELCO OR APPROVED EQUAL
AB-3009-84-SS-PNC

0009	55089	EA	84.0000
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TRAFFIC SIGNALS AND EQUIPMENT, ELECTRIC PARTS

PELCO OR APPROVED EQUAL
AB-3009-132-SS-PNC

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0010	55089	EA	95.0000

TRAFFIC SIGNALS AND EQUIPMENT, ELECTRIC PARTS

PELCO OR APPROVED EQUAL
AB-3013-84-SS-PNC

0011	55089	EA	35.0000
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TRAFFIC SIGNALS AND EQUIPMENT, ELECTRIC PARTS

PELCO OR APPROVED EQUAL
AB-4005-PNC

0012	55089	EA	61.0000
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TRAFFIC SIGNALS AND EQUIPMENT, ELECTRIC PARTS

PELCO OR APPROVED EQUAL
AB-5000-PNC

0013	55089	EA	98.2500
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TRAFFIC SIGNALS AND EQUIPMENT, ELECTRIC PARTS

PELCO OR APPROVED EQUAL
AB-5003-SS-PNC

0014	55089	EA	133.0000
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TRAFFIC SIGNALS AND EQUIPMENT, ELECTRIC PARTS

PELCO OR APPROVED EQUAL

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<u>LINE #</u>	<u>STATE ITEM ID</u>	<u>U/M</u>	<u>UNIT COST</u>
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AB-5005-PNC

0015	55089	EA	24.8500
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TRAFFIC SIGNALS AND EQUIPMENT, ELECTRIC PARTS

PELCO OR APPROVED EQUAL
AB-2003-37-PNC

0016	55089	EA	24.8500
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TRAFFIC SIGNALS AND EQUIPMENT, ELECTRIC PARTS

PELCO OR APPROVED EQUAL
AB-2003-46-PNC

0017	55089	EA	32.4800
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TRAFFIC SIGNALS AND EQUIPMENT, ELECTRIC PARTS

PELCO OR APPROVED EQUAL
AB-2003-58-PNC

0018	55089	EA	42.3500
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TRAFFIC SIGNALS AND EQUIPMENT, ELECTRIC PARTS

PELCO OR APPROVED EQUAL
AB-0304-SS-PNC

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<u>LINE #</u>	<u>STATE ITEM ID</u>	<u>U/M</u>	<u>UNIT COST</u>
0019	55089	EA	35.2400

TRAFFIC SIGNALS AND EQUIPMENT, ELECTRIC PARTS

PELCO OR APPROVED EQUAL
AB-0132-56-SS-PNC

0020	55089	EA	54.2800
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TRAFFIC SIGNALS AND EQUIPMENT, ELECTRIC PARTS

PELCO OR APPROVED EQUAL
SE-2149-08-PNC

0021	55089	EA	33.5800
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TRAFFIC SIGNALS AND EQUIPMENT, ELECTRIC PARTS

PELCO OR APPROVED EQUAL
SP-1003-MD-24-PNC

0022	55089	EA	34.8500
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TRAFFIC SIGNALS AND EQUIPMENT, ELECTRIC PARTS

PELCO OR APPROVED EQUAL
SP-1003-MD-30-PNC

0023	55089	EA	46.2700
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TRAFFIC SIGNALS AND EQUIPMENT, ELECTRIC PARTS

PELCO OR APPROVED EQUAL

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SP-1003-MD-60-PNC

0024	55089	EA	12.1200
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TRAFFIC SIGNALS AND EQUIPMENT, ELECTRIC PARTS

PELCO OR APPROVED EQUAL
AB-0502-04-PNC

0025	55089	EA	58.9800
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TRAFFIC SIGNALS AND EQUIPMENT, ELECTRIC PARTS

PELCO OR APPROVED EQUAL
SP-1007-MD-PNC

0026	55089	EA	116.5500
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TRAFFIC SIGNALS AND EQUIPMENT, ELECTRIC PARTS

PELCO OR APPROVED EQUAL
SP-1005-MD-PNC

0027	55089	EA	52.4700
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TRAFFIC SIGNALS AND EQUIPMENT, ELECTRIC PARTS

PELCO OR APPROVED EQUAL
SP-1023-MD-PNC

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0028	55089	EA	104.7500

TRAFFIC SIGNALS AND EQUIPMENT, ELECTRIC PARTS

PELCO OR APPROVED EQUAL
SE-2150-08-PNC

0029	55089	EA	56.7200
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TRAFFIC SIGNALS AND EQUIPMENT, ELECTRIC PARTS

PELCO OR APPROVED EQUAL
SP-1008-MD-PNC

END OF ITEM LIST

VENDOR MUST INCLUDE THE 9-DIGIT ZIP CODE OF COMPANY ADDRESS AND
FEDERAL EMPLOYEE NUMBER (FEIN) ON ALL INVOICES. FAILURE TO DO SO MAY
RESULT IN DELAY OF PAYMENT.

ALL PRODUCTS USED IN PACKING TO CUSHION AND PROTECT DURING THE
SHIPMENT OF COMMODITIES ARE TO BE MADE OF RECYCLED AND/OR
BIODEGRADABLE MATERIALS.

THE CONTRACTOR WARRANTS THAT THE CONTRACTOR SHALL COMPLY WITH COMAR
21.11.08. DRUG AND ALCOHOL FREE WORKPLACE, AND THAT THE CONTRACTOR
SHALL REMAIN IN COMPLIANCE THROUGHOUT THE TERMS OF THIS PURCHASE
ORDER.

STATE FEDERAL TAX IDENTIFICATION NUMBER: 54-1993995

STATE VENDOR PHONE NUMBER: (703) 530-9655

STATE VENDOR CONTRACT PERSON: ROGER HALE

***** LAST PAGE *****

AUTHORIZED BY: _____ DATE: _____

BUYER AUTHORIZED DESIGNEE